NOTICE OF AWARD OF CONTRACT

TO: INVASIVE PLANT CONTROL
POST OFFICE BOX 5056
NASHVILLE, TN 37205

DATE ISSUED: March 8, 2012
CURRENT REFERENCE NO: 639-12

CONTRACT TITLE: INVASIVE PLANT REMOVAL

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on DECEMBER 31, 2016.

The contract documents consist of the terms, conditions, and specifications of Fairfax County Contract No. 4400002644 including any exhibits, attached or amendments thereto and Arlington County Rider Agreement No. 639-12.

CONTRACT PRICING ATTACHMENTS:

1. ARLINGTON COUNTY RIDER AGREEMENT NO. 639-12
2. CONTRACTOR'S PRICING SCHEDULE
3. SPECIAL PROVISION OF FAIRFAX COUNTY CONTRACT NO. 4400002644

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: LEE PATRICK
VENDOR TEL. NO.: 615-385-4319

VENDOR PAYMENT TERMS: NET 30 DAYS

TAX IDENTIFICATION NUMBER (EIN/SSN):

VENDOR EMAIL ADDRESS: lee@ipc-inc.org

COUNTY CONTACT: Helena Gilbert
COUNTY TEL. NO.: 703-228-7981

Maryam Zahory, CPPB
Procurement Officer
RIDER AGREEMENT NO. 639-12

THIS AGREEMENT (hereinafter “Agreement”) is made, on the date of its execution by the County, between Invasive Plant Control, Inc., Post Office Box 50556, Nashville, Tennessee 37205 (“Contractor”), a state of Tennessee corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (“County”). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS
   The Contract Documents consist of this Agreement and Exhibit A (Fairfax County Contract No. 4400002644, together with any exhibits and amendments issued or applicable thereto) (collectively, “Contract Documents” or “Contract”). This Agreement rides a contract awarded to the Contractor by Fairfax County and extended by the Contractor to the County on the same terms and conditions as the Contractor’s agreement with (Fairfax County), and substituting the phrases “County Board of Arlington County” or “Arlington County”, as appropriate, for the phrases Fairfax County, Virginia and Fairfax County Board of Supervisors wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

   The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents.

2. CONTRACT TERM
   The Contractor’s provision of goods and/or services for the County (“Work”) shall commence upon execution of this Agreement by the County and the Contractor shall perform the Work through December 31, 2016.

3. PROJECT OFFICER
   The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

4. COUNTY PURCHASE ORDER REQUIREMENT
   County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

5. NON-APPROPRIATION
   All funds for payments by the County to the Contractor pursuant to this Contract are
subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

6. **PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- **a.** Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

- **b.** Notify the County and the subcontractor, in writing, of the Contractor’s intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor’s obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

7. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

- **A.** The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for

*Agreement No. 639-12*
employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

8. Employment Of unauthorized aliens Prohibited
In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

9. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

10. INDEMNIFICATION
The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs
and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

11. RELATION TO COUNTY
   The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

12. DISPUTE RESOLUTION
   All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

13. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION
   This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.
14. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

15. NOTICES
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Lee Patrick, Vice President
Invasive Plant Control, Inc.
Post Office Box 505556
Nashville, TN 37205

TO THE COUNTY:

Sarah Archer, Project Officer
Parks and Natural Resources
2700 S. Taylor Street
Arlington, Virginia 22206

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

16. ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

17. INSURANCE REQUIREMENTS

A.R.M.N. No. 639-12
5
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker’s Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $1,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

d. Contract Identification - The insurance certificate shall state this Contract's number and title.

e. Business Automobile Liability - $500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor shall carry errors and Omissions insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the
WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]

NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT

DATE: 3/8/2012

INVASIVE PLANT CONTROL, INC.

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: [Signature], VP

DATE: 08 MAR 2012
### Pricing Schedule

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Qty</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extension (with Discount)</th>
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<tr>
<td><strong>Labor</strong></td>
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<td>Crew Leader</td>
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<td>Invasive Plant Management Consultant</td>
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<td>HR</td>
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<td><strong>Misc. Goods and Services</strong></td>
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<tr>
<td>Silt Fence or Silt Sock</td>
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<td>LF</td>
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<tr>
<td>Erosion Control Blankets</td>
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<td>SF</td>
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<td>Geogrids, spec. Geoweb</td>
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<td>Fiber Rolls (coconut core fiber logs)</td>
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<td>Cubic Yd.</td>
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<td>Riparian Seed Mix</td>
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<td><strong>Equipment</strong></td>
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<td>Chipper fee (operators are additional at the labor rates noted above)</td>
<td>7</td>
<td>DA</td>
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<td>Bush hog</td>
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<td>DA</td>
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<td>12' Chipper</td>
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### Pricing Schedule (Continued)

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Qty</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Herbicide</strong></td>
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<td></td>
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</tr>
<tr>
<td>Rodeo (Aquatic glyphosate)</td>
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<td>GA</td>
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<tr>
<td>Accord XRT/Round Up Pro (glyphosate)</td>
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<td>GA</td>
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<tr>
<td>Garlon 3 A (triclopyr amine)</td>
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<td>GA</td>
<td>$80.00</td>
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<tr>
<td>Carlon 4 (triclopyr ester)</td>
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<td>GA</td>
<td>$95.00</td>
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<tr>
<td>Plateau (imazapic)</td>
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<td>GA</td>
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<tr>
<td>Habitat (imazapyr)</td>
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<td>GA</td>
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<tr>
<td>Transline (clopyralid)</td>
<td>1</td>
<td>GA</td>
<td>$235.00</td>
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</tr>
</tbody>
</table>
SPECIAL PROVISIONS

G. Forest restoration including establishment of native species, to include options.

1. Seeding;
2. Materials and installation supplied by the Contractor;
3. Installation of materials supplied by the County.

Contractor shall use standard horticultural methods or by no-till drill seeding, as appropriate for the project conditions. All plant materials shall be locally native, wild-type genetic stock, sustainably collected within Fairfax County. Other stock will be considered on a site by site basis when issues of supply arise. All plant materials supplied by the Contractor shall have a minimum two-year replacement warranty. All plant materials installed by the Contractor shall be protected from predation by deer with appropriate tree shelters and shall have a minimum one-year replacement warranty.

H. Survey and/or GPS services for locating and/or establishing property lines, RPA boundaries, specific areas to be treated, etc. All completed work (survey, eradication and control and/or restoration) shall be submitted to the Fairfax County Project Manager in digital format.

a. Maps shall be fully compatible with Fairfax county’s GIS (Arc) System, Virginia State Plane North NAD83 – units are in feet.
b. Maps shall contain as a minimum: GPS points of the managed area boundaries and/or GPS points of all identified species within the survey area.
c. Databases are to be fully compatible with the Fairfax County Park Authority’s existing database (MS Access).
d. Alternate electronic database options will be considered as long as the reporting system is efficient, compatible with existing Fairfax County dataystems and accessible to as many staff as may have need.

I. Survey Services:

1. Performed by a qualified surveyor, approved by the Project Manager.

2. Survey cost to be based on acreage completed (assume an average density of undergrowth).

3. There will be two types of surveys, management unit based (Park Authority Non-native Invasive Assessment and Prioritization protocol) and species based (early detection surveys)
   a. The Non-native Invasive Assessment and Prioritization (NNIAP) protocol will require knowledge of both native and non-native invasive plant species. A brief handout on the survey protocol is provided in Appendix A.
   b. Please describe your protocol for early detection surveys. A menu of multiple levels of survey effort and price points would allow for the greatest flexibility in designating projects.

4. All completed surveys shall be submitted to the Fairfax County Project Manager in digital format.
   a. Maps shall be fully compatible with Fairfax County’s GIS (Arc) system, Virginia State Plane North NAD83 – units are in feet
   b. Maps shall contain as a minimum: GPS points of the management unit boundaries and/or GPS points of all identified species within the survey area.
   c. Databases are to be fully compatible with the Fairfax County Park Authority’s existing database (MS Access).

5. Surveys to be scheduled only during industry established timeframes for the species being surveyed.
5.7. The project scope of services may also include other services proposed by the Contractor that are appropriate to meet the goals of this project.

5.8. Targeted species: The following non-native invasive plant species are of special concern to the County, and the contractor’s proposed methods should be tailored to these species. However, other plant species to be targeted that are not included in this list may be identified on a site by site basis.

<table>
<thead>
<tr>
<th>Scientific Name</th>
<th>Common Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allianthus alitissima</td>
<td>Tree-of-Heaven</td>
</tr>
<tr>
<td>Alliaria petiolarata</td>
<td>Garlic mustard</td>
</tr>
<tr>
<td>Ampelopsis brevipedunculata</td>
<td>Porcelainberry</td>
</tr>
<tr>
<td>Celastrus orbiculatus</td>
<td>Oriental bittersweet</td>
</tr>
<tr>
<td>Elaeagnus spp.</td>
<td>Olive</td>
</tr>
<tr>
<td>Euonymus fortunei</td>
<td>Purple wintercreeper</td>
</tr>
<tr>
<td>Hedera helix</td>
<td>English ivy</td>
</tr>
<tr>
<td>Loniceria japonica</td>
<td>Japanese honeysuckle</td>
</tr>
<tr>
<td>Loniceria maackii</td>
<td>Amur honeysuckle</td>
</tr>
<tr>
<td>Lythrum spp.</td>
<td>Purple loosestrife</td>
</tr>
<tr>
<td>Microstegium vimineum</td>
<td>Japanese stiltgrass</td>
</tr>
<tr>
<td>Phyllostachys spp.</td>
<td>Bamboo</td>
</tr>
<tr>
<td>Polygonum cuspidatum</td>
<td>Japanese knotweed</td>
</tr>
<tr>
<td>Persicaria perfoliata</td>
<td>Mile-a-minute</td>
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<tr>
<td>Pueraria montana</td>
<td>Kudzu</td>
</tr>
<tr>
<td>Rosa multiflora</td>
<td>Multiflora rose</td>
</tr>
<tr>
<td>Wisteria spp.</td>
<td>Asian wisterias</td>
</tr>
</tbody>
</table>

5.9. Work performed under this Contract may take place primarily in forested areas with a diversity of plant life and may be located upstream/near sensitive aquatic environments. The Contractor shall employ methods of invasive plant control that will minimize harm to existing beneficial native species, including making sure all gear is clean and weed-propagule free before entering natural areas (this include shoes, clothing, mechanical and non-mechanical tools and vehicles).

5.10. The County will assess compensatory damages against the amount to be paid to the Contractor for unauthorized removal of native species and other damage beyond the usual operation of equipment. The amount of damages to be assessed for unauthorized removal of native species will be negotiated on a site by site basis.

5.11. Qualification Requirements:
1. The Contractor shall employ at least one Botanist, Practical Botanist, Species Surveyor, Certified Arborist (especially for tree work) or Landscape Architect that is qualified to distinguish between beneficial native plant species and harmful invasive plants.
2. One such professional shall directly supervise all work being performed by laborers.
3. Early Detection and NNIAP Surveys shall be completed at a ratio of no fewer than 1 professional for each laborer.
4. All laborers shall receive training in identification of invasive plants versus native plants.
5. All field staff shall receive training that will minimize non-target damage.
6. All laborers shall receive basic safety instructions before beginning work at each site.
7. The Contractor shall ensure that all field staff are appropriately certified by the Commonwealth of Virginia (or reciprocal state licenses) to apply herbicide in the field conditions found at each site. (potential field conditions include forest, right of way and turf and ornamental).
8. The Project Manager reserves the right to conduct random tests of project staff and shall have the authority to direct the Contractor to remove certain staff from the project if, in his/her opinion, such staff is not qualified to do the work.
6. **TECHNICAL PROPOSAL INSTRUCTIONS:**

6.1. The offeror must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein

a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.

b. Understanding of the problem and technical approach.

1. Statement and discussion of the requirements as they are analyzed by the offeror.

2. Offeror’s proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives.

3. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.

4. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

6.2. Preliminary Work Plan:

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed. The technical narrative should address separately each of the tasks described in the Request for Proposal and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions.

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

6.3. Treatment of the Issues:

In this section, the offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the “Tasks to be Performed” section, and may propose alternative approaches.

6.4. Statement of Qualifications:

The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

a. **Organizational and Staff Experience:** Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.

1. Contractor shall provide detailed description of experience for the organization demonstrating three successfully completed projects within the last three years, with at least one project having a duration of more than five years (may have individual components of less duration, but should reflect a relationship with client of five years or more).

2. Contractor shall provide detailed experience for each staff member demonstrating three successfully completed projects within the last three years.
SPECIAL PROVISIONS

3. Contractor shall provide a detailed description of the procedure used to ensure all staff have proper knowledge of plants and tools that will be to used to conduct work.

4. If key staff are yet to be hired, e.g. summer labor crews, Contractor shall provide a detailed description of the requirements for employment and any specific training programs that are utilized.

b. References: The Contractor shall provide the following information in the same order used below.
   1. Evidence of three to five projects, preferably near the Washington, DC metropolitan area (but not required), that demonstrate a successful history of invasive plant eradication and forest restoration projects in forested environments. Include the following information: Project name, location, date, client contact, species targeted, summary of methods used, approximate area of project, total cost, and before and after photos.
   2. Company/organization/agency name, and name and telephone number of up to three references that can attest to the professionalism, business methods, and effectiveness of services provided by the Contractor.

c. Personnel: Full-time and part-time professional staff and specialists such as crew managers or technicians who may be assigned direct work on this project shall be identified.
   1. Resumes of all such staff shall be provided indicating education, background, current telephone numbers and recent relevant experience as above.
   2. Include length of employment in their current position and similar relevant positions.
   3. Specialized skills should be clearly highlighted, skills such as proficiency with GPS, GIS, demonstrated safety with field equipment, licenses and training in proper herbicide methodologies, vegetation monitoring certifications and restoration (specifically re-planting) experience.

d. Staffing Plan: A staffing plan is required which describes the Contractor's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the contractor, if relevant.

e. Project Methodology: The Contractor shall provide a detailed description of the methodology(ies), timing and tools that will be utilized to treat at least three of the target species listed previously in Section 5.
   1. For each species assume a low, medium and high density of the non-native invasive species and clearly describe how methodology, timing and/or tools would change with each density category.
   2. A high priority of this contract is treating species that are found as the result of Early Detection surveys (performed by Contractor or others). The Contractor shall provide a detailed methodology for addressing non-native species that are new to an area.

f. Required Techniques: Work performed under this Contract shall be taking place primarily in forested areas with a diversity of plant life and may be located upstream/near ecologically sensitive aquatic environments. Contractor shall provide detailed description of any/all specialized training or industry standard techniques that will be used to minimize non-target damage at the proposed sites. Provide examples of at least three different generic site conditions (ex. on the bank of an active, creek with a stable flow, on the bank of a creek prone to sudden flooding, and in a heavily wooded, trail-less area).

6.5. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.
SPECIAL PROVISIONS

7. CONSULTING SERVICES:

7.1. The contractor’s staff must be available for consultation with County staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday. Email will be a sufficient means of communication.

8. COST PROPOSAL INSTRUCTIONS:

8.1. The contractor must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. The following information should be submitted as part of the cost proposal:

The cost of each task or segment of the task shall be itemized.

a. Provide hourly labor rates for staff positions examples of these are listed below. All potential staff that will be working on this project must be included.

<table>
<thead>
<tr>
<th>Position Description</th>
<th>Rate per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crew Manager</td>
<td>$</td>
</tr>
<tr>
<td>Herbicide Technician</td>
<td>$</td>
</tr>
<tr>
<td>Practical Botanist</td>
<td>$</td>
</tr>
<tr>
<td>Laborer</td>
<td>$</td>
</tr>
<tr>
<td>Species Surveyor</td>
<td>$</td>
</tr>
</tbody>
</table>

b. Provide unit prices for the material to be used in the project, examples of which are listed below.

<table>
<thead>
<tr>
<th>Material</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanical Equipment</td>
<td>Hour</td>
<td>$</td>
</tr>
<tr>
<td>Herbicide</td>
<td>Gallon</td>
<td>$</td>
</tr>
<tr>
<td>Shredded Hardwood Mulch</td>
<td>Cubic Yard</td>
<td>$</td>
</tr>
<tr>
<td>Straw Mulch</td>
<td>Cubic Yard</td>
<td>$</td>
</tr>
<tr>
<td>Seed Mix</td>
<td>Pound</td>
<td>$</td>
</tr>
<tr>
<td>Water (for proper dilution)</td>
<td>Gallon</td>
<td>$</td>
</tr>
<tr>
<td>Dye, Surfactant and other</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Tank Mix</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9. PRICING:

9.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), U.S. City Averages, or other relevant indices.

9.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).

9.3. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)
SPECIAL PROVISIONS

10. TRADE SECRETS/proprietary information:

10.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.

10.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

11. CONTACT FOR CONTRACTUAL MATTERS:

11.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

George Bright, CPPB, Contract Specialist
Department of Purchasing and Supply Management
Telephone: (703) 324-3215
E-mail: george.bright@fairfaxcounty.gov

11.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 16.3).

12. REQUIRED SUBMITTALS:

12.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror’s response to the RFP will result in the disqualification of the Offeror’s proposal.

13. SUBMISSION OF PROPOSAL:

13.1. One (1) original (duly marked) and six (6) copies of the Technical proposal, and one (1) original (duly marked) and six (6) copies of the Cost proposal (Appendix B) shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the offerors name and address on the outside. It is requested that one copy of the proposal be provided in a CD format. The offeror must include a notarized statement that the CD version is a true copy of the printed version. Electronically stamped delivery receipts are available.

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Telephone: 703-324-3201

13.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda MUST be signed and submitted to the Department of Purchasing and Supply Management, 12000 Government Center Parkway, Suite 427, Fairfax, VA 22035 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. It is the Offeror’s responsibility to monitor the web page for the most current addenda at www.fairfaxcounty.gov/dpsm/solic.htm.

13.3. It is the Offeror’s responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County’s evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
SPECIAL PROVISIONS

13.4. Unnecessary elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required.

13.5. Each original and set of the six (6) copies of the proposal shall consist of:

a. Cover sheet (DPSM32)

b. Technical proposal as required in the Special Provisions, paragraph 6, TECHNICAL PROPOSAL INSTRUCTIONS.

c. Cost proposal as required in the Special Provisions paragraph 8, COST PROPOSAL INSTRUCTIONS. (Appendix B should be included in the Cost proposal).

13.6. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

14. LATE PROPOSALS:

14.1 Proposals received in the Office of the County Purchasing Agent after the due date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

15. PERIOD THAT PROPOSALS REMAIN VALID:

15.1 Proposals will remain valid for a period of one-hundred and eighty days (180) calendar days after the date specified for receipt of proposals.

16. BASIS FOR AWARD:

16.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.

16.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.

16.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 11.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.

16.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
SPECIAL PROVISIONS

16.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

16.6. Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

a. Qualification of firm as duly licensed (Reference Special Provisions 5.11) with appropriately qualified and experienced personnel.
b. Depth of response to the Special Provisions, Section 5, TASKS TO BE PERFORMED.
c. Depth of response to Special Provisions, Section 6, TECHNICAL PROPOSAL INSTRUCTIONS.
d. Adequacy and appropriateness of non-native invasive plant control and forest restoration methods used in previous projects.
e. Adequacy and appropriateness of non-native invasive plant control and forest restoration methods proposed for the contract.
f. Effectiveness and cost-effectiveness of previous projects.
g. Reponses to reference checks.
h. Reasonableness of cost proposal(s).

16.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual offerors and to contact references provided with the proposal.

16.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

16.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.

16.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

16.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

17. INSURANCE:

17.1 The contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
17.2 The Contractor shall, during the continuance of all work under the Contract provide the following:

a. Maintain statutory Worker’s Compensation and Employer’s Liability insurance in limits of not less than $100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.

b. The contractor agrees to maintain Commercial General Liability insurance in the amount of $1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of $1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.

d. The contractor agrees to maintain Professional Liability insurance in the amount of $1,000,000 per occurrence/aggregate to cover each individual professional staff.

e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

f. Rating Requirements:

1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best’s Key Rating of at least A: VI.
2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor’s broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best’s rating of A: VI or better.

g. Indemnification: Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.

h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.

i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.

17.3 No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
SPECIAL PROVISIONS

17.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

17.5. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.

18. METHOD OF ORDERING:

18.1. The County may use three (3) different methods of placing orders from the final contract: Purchase Orders (PO's); Small Orders (SO's); and, approved County procurement cards.

18.2. A Purchase Order (PO) or Small Purchase Order (SO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO or SO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.

18.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools “Procurement” Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.

18.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.

18.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

19. REPORTS AND INVOICING:

19.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.

19.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:

   a. Employee name;
   b. The name of the County department;
   c. Date of services
   d. The type of services; and,
   e. The itemized cost for each item/service.

19.3. The Contractor shall submit invoices to the BILL TO address shown on the Purchase Order or the SO. The invoice must be accompanied by one copy of each signed Work Order.

Note: Payments will be delayed significantly if failure to submit invoices to the BILL TO address shown on the Purchase Order.

19.4. The invoice shall contain the applicable Purchase Order number or SO number, and the name of the Agency receiving the supplies. Payment will be made in accordance with the payment term.

20. PAYMENTS:

20.1. The County will pay the Contractor based upon completion, acceptance, and approval by the project manager.
21. **CHANGES:**

21.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.

21.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

22. **DELAYS AND SUSPENSIONS:**

22.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

22.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

22.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

23. **ACCESS TO AND INSPECTION OF WORK:**

23.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

24. **PROJECT AUDITS:**

24.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:

   a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
   b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
   c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
   d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
SPECIAL PROVISIONS

24.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor’s books and records under the conditions stated above.

24.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

24.4. Fairfax County’s right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this “Right of Audit and Preservation of Records” clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.

24.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County’s rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney’s fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

25. DATA SOURCES:

25.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

26. SAFEGUARDS OF INFORMATION:

26.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

27. ORDER OF PRECEDENCE:

27.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders. (Appendix A).

28. SUBCONTRACTING:

28.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance http://www.dba.state.va.us; the Virginia Department of Minority Business Enterprise http://www.dmbe.state.va.us/; local chambers of commerce and other business organizations.

28.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor’s status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.
29. USE OF CONTRACT BY OTHER PUBLIC BODIES:

29.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the resultant contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).

29.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).

29.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.

29.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

29.5. Fairfax County shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

30. NEWS RELEASE BY VENDORS:

30.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

31. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

31.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.

31.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

32. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

32.1 Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.